

**CITY OF FAIRFAX
10455 ARMSTRONG STREET
FAIRFAX, VIRGINIA 22030**

INVITATION FOR BID

IFB NO: 14008

IFB DATE: September 23, 2013

FOR: **Financing for the Purchase of New Vehicles and Equipment
Total Principal Not to Exceed \$1,300,000**

IFB DUE DATE: October 9, 2013 by 10:00AM EST

PLACE OF OPENING: City of Fairfax
10455 Armstrong Street
Finance Dept., Room 312
Fairfax, Virginia 22030

MAILING ADDRESS: City of Fairfax
10455 Armstrong Street
Finance Dept., Room 312
Fairfax, Virginia 22030

PURCHASING CONTACT: Katrina Cypress
TELEPHONE: 703-385-7875
EMAIL: Katrina.Cypress@fairfaxva.gov

REQUIRED:

Bid Form - page 5
Statement of Disclaimer - page 6
Sample documentation, including an Agreement and Terms and Conditions
Titling Instructions
Completed IRS Form W-9 (<http://www.fairfaxva.gov/government/finance/procurement>)
Amortization Schedule

David Hodgkins
Director of Finance/Assistant City Manager

Issue Date 09/25/2013

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INVITATION FOR BID (IFB)

- Purpose:** The City of Fairfax ("Lessee") requests sealed bids from duly qualified and eligible entities (the "Lessors") prepared to provide lease financing for the purchase of vehicles and equipment under a fixed-rate 5-year Lease Purchase Agreement ("Agreement"). The Agreement will be between the Lessee and the successful Bidder (Lessor). This financing will not be bank qualified.
- Scope:** The Lessee requests funding of up to \$1,300,000 for the purchase of fifteen (15) vehicles and equipment. The contracts for the vehicles and equipment will be awarded throughout fiscal year 2014 (ending June 30, 2014).
- Bid Package:** The Bidder must return two originals of the following:
- Bid Form
 - Sample documentation, including an Agreement and Terms and Conditions
 - Titling instructions
 - Statement of Disclaimer
 - Amortization Schedule
- Interest Rate:** Escrow Method: The interest rates will be fixed at time of funding of the escrow account.
- Structure:** The Lessee will fund the vehicles and equipment under the Agreement using the Escrow Method.
- Escrow Method: The bidder is proposing to deposit the principal sum of up to \$1,300,000 in a bank escrow account with an escrow agent selected by the bidder. The Lessor will be responsible for any escrow/agent and any other fees associated with the establishment of the account. Any interest accrued on the principal will be for the benefit of the Lessor.
- Upon delivery and acceptance of the vehicles and equipment by the Lessee, the vendors will be paid with the funds from the escrow account. The first payment to the Lessor by the Lessee will be upon funding of the escrow account. Annual payments thereafter will be payable on July 15 of each subsequent year of the lease agreement.
- Fees and Expenses:** Any fees or expenses are to be included within the interest rate quoted.
- Payment Terms:** Payments will be made annually with the first payment due upon funding of the escrow account.
- Collateral:** Vehicles and equipment.

Bid Acceptance

Period: Bids submitted will remain firm for 30 days from bid opening, unless mutually extended by both parties.

Bid Evaluation Award: The award will be based on the following:

- Interest rate on the 5-year lease
- Annual payment
- Ability to perform under the Agreement
- Terms and Conditions provided in the sample documentation
- Prepayment options
- Call options

The Lessee reserves the right to accept or reject any or all bids, in whole, or in part, received in response to this IFB, and to waive or permit cure of minor irregularities.

Prepayment: Please indicate prepayment and/or call options in your bid.

Assignment: Lessor may assign its interest in this Agreement or in a Lease to an affiliate of Lessor without the written consent of Lessee. If the Lessor intends to resell the schedule to a non-affiliate this must be indicated in the bid. The Lessee reserves the right to approve or disapprove Assignment to a non-affiliate.

Non-Appropriation: The lease is subject to termination by the Lessee in the event funds for payment of the Lease are not appropriated for a given fiscal year.

Net Lease: All obligations, costs and responsibilities associated with ownership of the vehicles and equipment will be borne by the Lessee including insurance, maintenance, and applicable taxes.

Documentation: Documents shall include a Lease Purchase Agreement (the "Lease") and certificates as are reasonably necessary to evidence and carry out the transactions including representations, warranties and indemnities, which are deemed appropriate by Lessor and Lessee. Please provide sample documentation.

Legal Options: Lessee's Counsel will provide an opinion as to legality, enforceability, authority, title and execution and effect of the Lease and other documents.

BID FORM

**IFB 14008 – Financing for the Purchase of New Vehicles and Equipment;
Total Principal Not to Exceed \$1,300,000**

DATE: September 23, 2013

CLOSING/DUE DATE: October 9, 2013 at 10:00AM EST

Annual payments, based on the following fixed interest rate, which must be held firm for 30 days from the bid closing/due date:

5-year lease: Annual payments of \$ _____ based on an interest rate of _____%

Bidder: _____

Address: _____

Telephone: _____

Email: _____

Bid Submitted By: _____

(Printed Name & Title)

(Signature)

Date: _____

STATEMENT OF DISCLAIMER

This is to certify that no employee, official or elected officer of the City has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services, as referenced above.

It is agreed that this Bid shall be binding for a period of thirty (30) days from the date fixed for the Bid Opening, unless extended by mutual consent of both parties.

(Name of partnership or corporation or signature of individual making Bid)

(Signature of person authorized to make Bid - firm or corporation)

Date _____

(Name of Offeror)

By _____
(Signature)

Title _____

Address _____

Where Offeror is a corporation, add:

Attest: _____
Witness

Date: _____

State of _____

County of _____

To-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, whose commission as such will expire on the ____ day of ____, 20____, do hereby certify that _____ whose name(s) is (are) signed to the foregoing Statement bearing date of _____, 20____, this day personally appeared before me in the County and State aforesaid and acknowledged the same before me GIVEN under my hand and seal this ____ day of ____, 20____,

Notary Public

(SEAL)

City of Fairfax

GENERAL TERMS AND CONDITIONS

1. Submission of Bids
 - a. Bids must be submitted to the Finance Department in a sealed container that clearly marked with the IFB number and name, by the stated due date and time. Submissions via email or facsimile will not be accepted.
 - b. Failure to submit a bid in accordance with the requirements set forth in this solicitation is cause for rejection of the bid. However, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid.
 - c. A bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder must give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Any claim of a bidder for withdrawal shall be governed by section 11-20.2 of the 1950 Code of Virginia, as amended, which is incorporated herein by reference.
2. Clarification of Terms
 - a. If any prospective Offeror has questions about the Terms contained in the solicitation documents, the prospective Offeror should contact, in writing (email), the Purchasing Official no later than 10 working days before the due date. Any revisions to the solicitation will be made only by addendum by the City.
3. Applicable Laws and Courts
 - a. This solicitation and any resulting contract shall be governed in all respects by the City of Fairfax Ordinance and/or the Code of Virginia and any litigation with respects thereto shall be brought in the courts of the Commonwealth of Virginia. The Offeror shall comply with applicable Federal, State, and local laws and regulations.
4. Late Bids
 - a. Late bids will be returned to the Offeror UNOPENED if a return address is shown.
5. Ethics in Public Contracting
 - a. By submitting a bid, the Offeror certifies that the bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror or subcontractor in connection with their bid, and that they

have not conferred to any public employees having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

6. Employment Discrimination by Contractors Prohibited

a. In every contract over \$10,000 the provisions in i. and ii. below apply:

- i. During the performance of a contract, the contractor shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor; that he will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that he will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that he is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- ii. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon such subcontractor or vendor.

7. Licenses

- a. All firms doing business in the City of Fairfax are required to be licensed in accordance with the City's Business Professional, and Occupational Licensing (BPOL) Tax Ordinance. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of the Revenue, telephone (703) 385-7884.

8. Indemnification

- a. The contractor agrees to indemnify, defend and hold the City of Fairfax, its officials, employees, agents and representatives harmless from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The contractor agrees that this clause shall include claims involving infringement of patent or copyright.

9. Payment

- a. Invoices for payment at escrow funding and for each subsequent annual payment shall include wiring instructions and shall be mailed to:

City of Fairfax
Attn: Assistant Director of Finance
10455 Armstrong Street
Room 312
Fairfax, Virginia 22030

Or emailed to: accountspayable@fairfaxva.gov

10. Immigration Reform and Control Act of 1986

- a. By submitting a bid, the Offeror certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

11. Qualifications of Prospective Offerors

- a. The City may make such reasonable investigations, as deem proper and necessary, to determine the ability of the firm proposing to perform the work. The City reserves the right to reject any bid if the evidence submitted by the firm, or investigations of the firm, fail to satisfy the City that the firm is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12. Changes to the Contract

- a. The City may order changes within the general scope of the contract at any time by written notice to the Offeror. The Offeror shall be compensated for any additional costs incurred as a result of such order. Said compensation shall be determined by mutual agreement between the parties in writing.

13. Default

- a. In case of failure to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the Offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

14. Canceling or Amending a Solicitation

- a. The City may cancel or withdraw a solicitation in whole or in part and reject any and all bids at any time prior to an award. The City may also amend the solicitation by the issuance of an addendum prior to the time for receipt of response.

15. Protest of Award or Decision to Award

- a. Any Offeror submitting a bid in response to this solicitation may protest the award or decision to award a contract by submitting such protest in writing to the Purchasing Office no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever occurs first. No protest shall lie for a claim that the selected Offeror is not responsible. The written protest shall include the basis for the protest and the relief sought. The City shall issue a

decision, in writing, stating the action taken on the protest, and such a decision shall be the final decision of the City.

16. Contractual Disputes

- a. Contractual claims, whether for money or other relief, shall be submitted to the Purchasing Office in writing no later than sixty (60) days, after final payment; however, written notice of the Contractor's intention to file a claim for compensation above that required by the contract shall be given at the time of occurrence or beginning of work upon which the claim is based. If such notice is not given, any claim for additional compensation or time extension arising from or related to such occurrence or work shall conclusively be deemed waived. The Contractor shall continue performance during the pendency of any claim or dispute and following any decision thereon. The Purchasing Official shall render a final decision on any claim within sixty (60) days of its submission or within one hundred twenty (120) days after final payment, whichever is later. Failure by the Purchasing Official to render a decision shall be deemed a denial of the claim as of the latest date a response was required.

17. Cooperative Purchasing

- a. The City may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the Request for Proposal (RFP) or Invitation for Bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

END OF GENERAL TERMS AND CONDITIONS